

HOUSING AUTHORITY OF THE CITY OF COVINGTON

HOUSE RULES

Effective Date: December 01, 2021



The Housing Authority of the City of Covington, GA (CHA) provides affordable housing in a safe, friendly, and well-maintained community. We foster an atmosphere of hope, encouraging our Residents to transition to full self-sufficiency, sincerely making a difference in the lives of the people we serve.

These guidelines and policies have been established as an easy reference for you in your new home. Each Resident is responsible for ensuring that they, along with other members of the household, and guests follow these rules as a condition of occupancy. It is and always has been the responsibility of the Resident to comply with all conditions and terms of the Lease Agreement and House Rules.

Residents are encouraged to call the office at 770-786-7739 with any comments or concerns regarding the Lease or House Rules. Our Department of HUD contact is Debra Newman email address debra.a.newman@hud.gov.

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RENT AND RENT COLLECTION

THE AUTHORITY AND RESIDENTS MUTUALLY AGREE AND UNDERSTAND THE FOLLOWING:

- The Multifamily Lease, Form HUD-90105a, is a HUD approved model lease and cannot be changed or altered in any way.
- Rental charges are determined by Federal Law.
- **Rent is due** on or before the first day of each month and shall be paid in compliance with Section 3 of your lease.
 - An outside secure drop-box is provided at the administrative office for after-hours payments or correspondence.
 - Do not put cash in the drop-box. **Cash payments are not accepted.**
 - No partial payments will be accepted.
- Changes in rent and notice procedures will be made in accordance with the lease agreement.
- Failure to make payments due under the lease is a serious violation of material terms of the lease.
- Repeated violations of the lease will result in lease termination and eviction.
- Warrants will be filed on 15th day after rent is past due. Eviction procedures will be according to the guidelines of the applicable locality.
- Every legal effort will be made to collect accounts due for Residents in possession as well as vacated Resident's accounts.
- Residents must give 30 days written notice before vacating apartments. Failure to do so will result in a charge equal to one month of rent and could negatively affect your credit.
- Repeated Magistrate Court Action of two (2) times within a 12 month period shall result in eviction.
- A Resident whose account may require court action for collection or other lease violations will not be considered for re-occupancy for 12 months from the date of the vacancy.

CODE OF CONDUCT AND BARRING GUIDELINES

The Covington Housing Authority has prepared a guideline on the Code of Conduct for Residents and their visitors and guests. Residents are made aware that guests/visitors are their responsibility and violations of the Code of Conduct may result in disciplinary action including barring and/or arrest of the guest/visitor and/or eviction and/or arrest of the Resident.

Code of Conduct for Residents and their Visitors/Guests and Barring Guidelines

I. Visitors

Visitors to all our housing communities are warmly welcome; however, the lease signed by each adult Resident makes the head of household responsible for the conduct of their guests.

Visitors are expected to act in an appropriate manner at all times and should limit their visit to the Resident's apartment and yard. Loitering and disturbing the Residents of the housing complex will not be allowed. Visitors should obey the "No Loitering" signs posted throughout the housing communities and refrain from creating a disturbance. *Visitors should obey any and all official signs posted throughout the housing communities and refrain from creating a disturbance.*

Visitors and Residents are expected to abide by all the laws which govern the conduct of any other citizen of Covington, Georgia and Newton County, Georgia. A violation of any such law or ordinance

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will be a violation of this policy. Some of the more obvious examples would be trespass and criminal damage to property. Other examples include but are not limited to:

A. **Drug/Alcohol Violation**

- The sale, use, possession or distribution of illegal drugs or sale of alcoholic beverages on Housing Authority property is prohibited.
- Possession of alcoholic beverages in an open container outside the residence, in a parking lot, street, or other common area is prohibited. Conduct in violation of the City of Covington open container ordinance is also a violation of this policy.
- Methamphetamine: Residents or non-Residents who have been arrested for manufacturing, using or distributing methamphetamines shall receive a lifetime ban from Covington Housing Authority.

B. **Interference and Intimidation**

Interference with and intimidation of CHA staff or any law enforcement officers.

C. **Threats of Harm and Profanity**

Threats of harm or use of profanity towards CHA staff or any law enforcement officers.

D. **Loitering/Trespassing**

Loitering or any conduct that constitutes loitering, prowling or stalking under the laws of this City and State. Entry into an area which is not open to the public at the time of entry.

E. **Gambling**

Any activity which constitutes the offense of gambling under the laws of the State of Georgia.

F. **Discharging a Firearm**

Any resident or guest discharging a firearm will result in eviction of the resident. There will be no exceptions to this rule.

G. **Refusal to Identify Self**

Refusal to present sufficient identification to verify one's identity to CHA staff or any law enforcement officer. Identification may be requested for persons conducting business on your behalf.

H. **Loud Music**

Playing loud music in an automobile, on CHA property or activity that would constitute a violation of the City of Covington Noise Ordinance. This property has **"quiet time" from 10:00 P.M. until 9:00 A.M in ALL developments.**

I. **Large Events**

Large gatherings, such as family reunions, birthday parties, vigils, etc., are to be approved before an event can take place. Forms are available in the office and should be turned in at least 2 weeks before. CHA will need to know type of event, how many people are expected, start and end timing of event. Our primary concern is the safety and comfort of all our residents and CHA property. Please also refer to house rules concerning guests and loud noises.

J. **Fraud in Obtaining Housing Assistance**

Residents or applicants are prohibited from fraudulently obtaining or attempting to obtain rental assistance or a reduction in rent and includes any person who assists another in violation of this law. Any visitor who is determined to be "staying" with or an "unauthorized guest" of a Resident is a violation of a Resident's lease and will be barred and/or prosecuted.

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K. Other Illegal Activities

The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is offensive under the laws pertaining to the other Residents of the City of Covington and Newton County, Georgia shall also be a violation of this policy and subject the offender to disciplinary action and/or arrest. Federal, state, and city laws should be followed at all times.

L. Criminal Activity

All criminal activities should be reported to the Covington Police Department. Please dial 911 for emergencies.

II Barring

Non-Residents who violate any of the prohibited acts or laws of the State of Georgia while on CHA property are subject to being barred indefinitely depending on the circumstances and severity of the infraction. If the offender has been sufficiently identified and an address is available, a written notice will be mailed to that address. However, the efforts of the CHA to provide written notice shall not invalidate an oral notice which shall have the same force and effects as a written notice. **Residents (including all household members) that have been evicted are barred from all CHA properties for 1 year.**

III Appeal Conferences

Non-Residents who are barred from CHA properties will be provided an opportunity for an appeal conference to discuss the measures taken against the individual. Any request for an appeal conference must be filed in writing at the CHA office located at 5160 Alcovy Road, Covington, Georgia 30014 within ten (10) days of being barred.

IV Entry Conferences

Non-Residents who have been barred from CHA property must call 770-786-7739 or visit the CHA office at 5160 Alcovy Road, Covington, Georgia 30014 to schedule a conference with the Executive Director and, when necessary, a representative of the Covington Police Department/Newton County Sheriff's Department before he/she will be allowed to visit the property from which he/she was barred.

UTILITIES

- When applicable, all utilities must be put in the head of household's name before moving into the apartment. A copy of the receipt for utility deposits must be given to Management before Residents will be given keys to the apartment. Failure to promptly report a utility disconnection will be a lease violation. Failure to promptly report needed repairs to plumbing, electrical fixtures, appliances or heating and air conditioning equipment could result in Resident's responsibility for increased cost of use or repairs.
- The water on this property is for Resident's Residential use only. Water cannot be used for business purposes or for washing cars and/or filling up large water containers, wading pools or any other purpose other than drinking and normal household use for the Residents' family only. Residents are not allowed to wash guests or other non-Residents clothing or use water for other unauthorized purposes.

GUESTS, BOARDERS AND LODGERS

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- The apartment shall be occupied only by persons named on the Resident's lease. Residents are responsible for their guest's behavior while on the premises.
- No guest will be permitted to visit overnight or remain overnight on a regular or irregular basis for more than fourteen (14) cumulative nights within any twelve (12) month period.
- Persons not listed on the lease who give the Housing Authority address as their own to any entity will be considered as a boarder or lodger.
- No barred persons will be allowed into the apartment or on the premises at any time unless prior approval from Management is received in writing.

FIRE PREVENTION AND RESIDENT SAFETY

It is the Resident's responsibility to help prevent fires and safety hazards. To help ensure Resident safety and the protection of real and personal property, the following guidelines have been established. If you experience a fire, leave the premises and call 911 immediately and then notify the property manager.

- Residents shall not store pots, pans, cooking grease/oils or old food on top of the stove eyes or inside the oven. Cooking grease/oil and food scraps should be removed and discarded appropriately after each use.
- Do not pour cooking grease or oil down the sink drains. Allow grease and oils to cool, place in a glass jar with metal lid and then place sealed container in the garbage can.
- Stay in the kitchen when you are cooking. Never leave hot grease/oil unattended. If you must leave the kitchen for a short period of time, turn the stove/oven OFF.
- Keep an oven mitt and lid nearby. If a small grease fire starts in a pan, smother the flames by sliding the lid over the pan. Turn off the burner. Do not move the pan. Leave the lid over the pan until pan is completely cool before removing the lid.
- If a small fire starts in the oven, turn off the heat and keep the door closed to prevent flames from escaping.
- Keep all flammables, plastic bags, paper products, cardboard, etc. away from the stove/oven area at all times.
- Wear short, close-fitting sleeves when cooking. Loose clothing can dangle into the burners and catch fire if exposed to the flame or hot surface.
- Have a "kid-free zone" of at least 3 feet around the stove and areas where hot food or drink is prepared. Do not allow children to play near or operate the stove or oven.

INGRESS/REGRESS (ENTRANCES AND EXITS)

- Every entrance and exit (doors and windows) should be free of obstruction. Doors, windows, corridors, passageways shall be free of stored, discarded or extraneous materials such as furniture, large items or trash.
- All entrances and exits to the apartment shall be maintained and kept in good condition.
- Violations create a safety issue and can result in termination of lease.

GRASS AND SHRUBBERY

Repairs as a result of damage to shrubbery, grass and grounds are very costly. Residents should take special precautions to protect the shrubbery, grass and grounds. Residents are not allowed to have any vehicles on the grass at any time, while moving in or out, or at any time during their residency.

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WATERBEDS AND STANDARD BEDDING

- Residents may not have or keep waterbeds in the apartment.
- All mattresses and bedding must be off the floor and on a bed frame or bed rails.

LOCKOUT, KEYS, LOCK CHANGES

- If a Resident is locked out of the unit, the applicable charges will be in accordance with our approved material and labor charges for the lockout service.
- Lock changes requests MUST be made by the head of household. Head of household must be present when maintenance changes the locks.

VEHICLES

- **VEHICLE REPAIRS**

There shall be no maintenance or repairs performed on any vehicle on the premises. This includes, but not limited to, jacking up a vehicle, changing oil or any other fluids, changing brakes or any other work of a maintenance nature. Changing a tire is authorized only if the owner or responsible adult is attending the vehicle at all times. No flammables, tires, rims or spare mechanical parts shall be stored on the property.

- **VEHICLE PARKING (Parking Policy is attached)**

Resident agrees to abide by the parking regulations established by CHA.

- a. Parking space is limited. Each household is limited to one vehicle per licensed driver. Parking decals are at the office and must be displayed on registered and insured vehicles.
- b. Non-operational vehicles are not permitted on premises. Any such vehicle may be removed by CHA at the expense of the Resident or owner.
- c. All vehicles must be operational, have inflated tires and current license plates. No vulgar or offensive stickers, tags or other displays shall be allowed on any vehicle.
- d. No ball play is allowed in any parking spaces.
- e. The Housing Authority shall not be liable or responsible for any damage to a vehicle unless the damage was caused by an employee or legal agent of the Housing Authority.

GAS AND/OR BATTERY POWERED RECREATIONAL VEHICLES

Some motorcycles, 4-wheelers, golf carts and other ATV's are restricted by city law. No gas or battery powered recreational vehicles of any kind shall be driven or stored on Housing Authority property. Illegal use or storage of these vehicles can damage the grass or property, create a fire and safety hazard and create a nuisance to others.

SPEED LIMITS

The speed limit throughout the property is 20 miles per hour. Residents will be responsible for advising all guests/visitors of the posted speed limit.

AIR CONDITIONER CAGES

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The cage that covers the air conditioner unit is to protect the unit from vandalism and theft. It is imperative that nothing is placed on the top or around the cages because this will reduce the air flow which could cause damage to the air handling unit. Residents are not authorized to place any item on or against the cage, including but not limited to wet mops which will cause the cage to rust and look unsightly. Adults and children are not allowed to play, sit or stand on the cages.

COOKING GRILLS

Outside grilling is enjoyable; however, misuse can be very unsafe and can cause damage if not handled with care and caution. Misuse of gas or charcoal grills is considered a fire hazard.

- Storage of all outside grills shall be limited to the back porch area opposite the side where the gas meter is located and at least ten (10) feet away from the gas meter. The gas should be turned OFF at the tank when the grill is not in use.
- The gas tank should remain in the grill at all times and NOT stored separate, on the porch or inside the apartment.
- When in use, gas grills may be used in the rear or front yard only. DO NOT use the grill on the porch as this will melt, stain and damage the overhead and is considered a fire hazard.
- Allow the charcoal ashes to cool and then place them in a container to be disposed of. DO NOT dispose of used charcoal ashes in the yards, ground or bordering woods.
- If a Resident displays repeated violations of fire safety, their right to keep a grill on the premises may be terminated.

GAS METERS

Most apartments have gas meters around back. The meter is read monthly. For the safety and security of our Residents, nothing should be placed or stored on or within three (3) feet of your gas meter. The distance from gas grills is ten (10) feet (see COOKING GRILLS Above). If any item is left on or near a gas meter unattended, the maintenance staff will consider this a safety hazard to the neighborhood and the items will be removed and discarded.

FUEL STORAGE

Residents are not allowed to store any type of combustible fuel other than grill gas (refer to COOKING GRILLS above) on the property for any reason. Gas cans or other fuel containers left unattended are considered a fire hazard and will be removed and discarded.

NOISE

- Our community has **quiet hours from 10:00 p.m. until 9:00 a.m.**
- Please be considerate of neighbors and refrain from **playing devices or instruments too loudly at any time, loud talking and slamming of doors.**

TRASH DISPOSAL

Proper trash disposal is key in maintaining the look, health and safety of our community.

- All trash going into the dumpster must be in a trash bag.
- Residents shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean.

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- Children fourteen (14) years of age or younger are not allowed to put trash in the dumpsters under any circumstance. Repeated violations of this rule will result in lease termination.
- Do not put furniture in or around the dumpsters designated for household trash. Violation of this rule will result in charges/fines and lease termination.
- Keep your front and back yard area clean and free of trash and debris. Furniture, toys, bicycles should not be left in the yard. You will be charged if maintenance has to pick up trash, toys, furniture, bicycles, etc. out of your front or back yard area.

PROPERTY MAINTENANCE, SANITATION & CLEANLINESS

- Resident agrees to abide by the Georgia Code posted in the PHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices.
- Resident agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- Resident agrees not to cause or allow any objectionable odors stemming from unsanitary housekeeping practices.
- Resident shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains.
- Resident shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
- Resident agrees to keep the dwelling unit and all other areas assigned to resident for their exclusive use, free of litter and debris and in a clean, safe and sanitary condition at all times.
- Resident agrees to cooperate with other residents in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Executive Director or designee to terminate this Lease.
- Failure to comply can result in eviction.

MAINTENANCE SERVICE REQUESTS AND WORK ORDERS

- If Residents need routine maintenance work, please contact the office during normal office hours.
- All work orders should be made by residents only, age 18 and over.
- After hours emergency service can be obtained by calling 770-786-7739 and follow the phone prompts to reach the on-call maintenance worker. Leave your name, address, phone number and a brief description of the request and we will return the call and address your maintenance request.
- Maintenance will not come out after normal office hours unless the request is a true emergency that endangers life, health, safety or damage to property.

PLUMBING/SINKS/APPLIANCES

- CHA does not service any appliances (washer, dryer, etc.) that are not the property of CHA.
- Do not pour or put fats, oils and grease down the drains as this will clog and stop up the drain causing damage and repairs that may be charged back to the Resident. The proper methods for disposing of fats, oils and grease are as follows:

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- a. Before washing dishes, scrape and dry wipe pots, pans and dishes with paper towels and dispose of materials in the trash. Always use a sink strainer to catch food items, and then empty the strainer into the trash.
- b. Pour fats, oils and grease, after it has cooled, into a glass or metal container (such as an empty glass jar or metal coffee can) with a secure lid. Once the container is full, secure the lid in place and then place it in the trash.

FOOD SCRAPS ON THE GROUND

The Housing Authority spends a great deal of money, time and effort keeping the grounds looking good. Some Residents throw old food scraps, cooking grease or oil on the ground, usually near the back door. This practice does damage in several ways:

- Food, oil or grease will not only kill the grass, it will contaminate the soil which will prevent grass from growing there in the future. The contaminated soil then has to be removed, new fresh soil put back in and new grass put back in place. The cost can run into the hundreds of dollars.
- This practice attracts unwanted dogs, cats, rats, raccoons, skunks, fox and other animals. Stray dogs, feral (wild) cats, bears and other wild animals are very dangerous and unpredictable. Studies show that once you feed wild animals, the likelihood of an attack is increased.
- This practice attracts roaches, ants, spiders and other insect pests that can enter your home. The Housing Authority spends thousands of dollars each year on pest control. When a Resident throws old food on the ground, they make our pest control eradication goals almost impossible to achieve.
- Old food items should go into your garbage bag. Old cooking grease and oils should be left to cool, then placed in a glass jar with a secure lid and placed in your garbage bag, and then placed in your garbage canister. DO NOT throw old food, grease or oil in the trash canister unless it is secured in a glass or tin container.

FRONT AND REAR PORCHES

Porches should be well organized and neat. They should not be cluttered or used for “storage”.

- Residents are responsible for any repairs that have to be made to their mailbox.
- As a general rule of thumb, if a piece of furniture is designed to be “outside furniture”, it can be placed on the porch. However, if the furniture is obviously designed as an inside piece, then it should not go on the porch.
- No weight benches or other work out equipment shall be left on the porch.
- No tapes or adhesives shall be used on the brick or any exterior surfaces, handrails, windows or doors. Tapes will cause a sticky residue that leaves the surface dirty and is hard to remove.

OUTDOOR PLAY EQUIPMENT

- Wading pools, trampolines, horseshoe posts, swing sets and sandboxes are not allowed.
- Prior to placing any play equipment on the premises, the Resident must request approval from the office. Management will then approve or deny on the basis of potential damage to the property and/or the safety of the Resident population. Approval will be on a case-by-case basis and documentation of the decision will be kept in the Residents’ file.

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SEWAGE LINES AND TOILETS

- **Only flush bodily fluids/waste and toilet tissue paper down the toilet.** Even if an item states on its packaging that it is “flushable”, please DO NOT flush it. Examples of non-dissolvable items that cannot and should not be flushed down the toilet(s) are the following:
 - a. Diapers
 - b. Baby Wipes
 - c. Sanitary Napkins/Pads/Tampons. This includes adult pads.
 - d. Condoms
 - e. Paper Towels
 - f. Paper of any kind other than toilet paper
 - g. Cotton Balls
 - h. Toys
 - i. Cooking Fats, Oils or Grease or any food item
 - j. Clorox Wipes, Swiffer Wipes, Mop Pads or any cleaning pads or cloths of any kind
 - k. Any type of tobacco products

Failure to comply with this rule may result in maintenance charges as well as eviction for repeated or severe violations.

SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

- CHA will maintain an operational smoke and carbon monoxide detector in every apartment.
- It is against the law and a serious violation of the lease as well as a safety hazard to tamper with, remove, remove the battery, disarm or otherwise disturb any fire detector, smoke detector or carbon monoxide detector. Violation of this provision is punishable by law and may result in immediate eviction.

PHONE AND CABLE JACKS

- No additional phone or cable jacks are to be installed in the apartment **without written Management approval**. Antennas should not be installed **without written Management approval**.

FLOORING

- Flooring is made of VCT tile. Regular sweeping, cleaning and mopping is the Resident’s responsibility. Do not leave tile wet as it will weaken and detach the glue from the floor and cause the tile to loosen and come up.
- Spills and stains should be cleaned immediately to prevent permanent damage.
- Always use floor pads under bed rails and other furnishings that may have the potential to damage the floor tiles.
- Any floor damage will be noted on the move-in inspection form and any future damage could be charged to the Resident, up to and including flooring replacement if necessary.
- No linoleum, carpet or tile shall be allowed to be installed on any floor without prior approval of the Physical Property Manager or Executive Director.

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APARTMENT ALTERATIONS

- No alterations to the apartment are to be made without the written permission of Management. This includes, but is not limited to service providers (cable, internet, television, etc.) drilling holes in the interior or exterior walls for service.
- DO NOT PAINT or attempt to repair any walls of the apartment.
- Residents are permitted to hang pictures, however, no large nails, screws or adhesive hangers except standard picture hooks are allowed.
- DO NOT HANG television mounts on the walls
- Nothing shall be affixed to or placed upon the exterior walls, entrance doors, storm doors, handrails or windows. This includes but not limited to, decoration, signs, flags, awnings, canopies, cable providers drilling holes in the wall for service, and antennas or satellite dishes. A decorative wreath on the door may be hung with a proper wreath hanger only.
- No duct tape or other adhesives may be affixed to any Housing Authority property.
- Window coverings must be approved. Sheets and towels are not appropriate window coverings.
- Painting anything in the apartment is strictly prohibited. This includes walls, cabinets, floors, porches, etc.
- All graffiti will be removed at the Resident's expense.

YARD SALES

- Yard sales are NOT permitted on the premises without a City issued a permit.
- Once yard sale is complete, all signs and personal items must be removed and order restored to the property.

CHILD SUPERVISION AGREEMENT

- It is Management's goal to maintain a positive living environment for each and every Resident. In order to promote such an environment;
 - a. Management requires that parents or guardians be responsible for their child(ren) at all times.
 - b. All children twelve (12) years of age or younger must be supervised by a responsible individual (18 years of age or older) or an institution when the child(ren) are not being supervised by the legal guardian. In all instances, Management reserves the right to determine what constitutes responsible adult supervision. Repeated violations of the child supervision agreement may result in termination of tenancy.
 - c. Children fourteen (14) years of age or younger are not allowed to put trash in the dumpsters under any circumstance. Repeated violations of this rule will result in lease termination.

RESIDENT INSURANCE

- Residents are responsible for insuring their personal property placed in the dwelling unit or any other place adjacent thereof and shall be at the Resident's sole risk. CHA shall not be liable to the Resident or Resident's family, guest or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the CHA. The Resident is responsible for obtaining insurance of valuables with description, serial number, and any other information separate from other valuable papers.

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We strongly recommend that you obtain renter's insurance to protect your belongings and provide liability coverage. Factors to consider when selecting a good renter's insurance company are: policy management, coverage and cost.

SMOKING POLICY

The Covington Housing Authority (CHA) is mindful of the health risks of smoking, including the hazards of inhalation of second-hand smoke by other Residents, guests and CHA employees. CHA is also mindful of the risk of fire caused by negligent smoking and the increased maintenance costs incurred in offsetting the adverse impact of smoking occupants. This Policy addresses those concerns.

Public Housing Authorities across the nation have been strongly encouraged by the Department of Housing and Urban Development (HUD) to develop nonsmoking or limited smoking policies within the HUD approved guidelines. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the U.S. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. This concern was recently addressed by the Family Smoking Prevention and Tobacco Control Act of 2009, P.L.111-21.

Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects in neighboring families. By reducing the public health risks associated with tobacco use, this policy will serve to enhance the effectiveness and efforts to provide increased public health protection for Residents of public housing and the staff who are employed therein. Smoking is also a dangerous source of fires and fire related deaths and injuries.

"Smoking" is defined as inhaling, exhaling, breathing, or carrying a fire lit cigar, cigarette, pipe, vape or other tobacco product or similar fire lit product or any incense product in any manner or form.

In issuing this Policy, CHA is not unaware of the challenges of smoking cessation. Accordingly, this Policy allows, within limitations, for the designation of exterior smoking areas. A list of resources to assist Residents who wish to stop smoking may be obtained by request at the Management office.

Section 1. Central Offices, Maintenance Facilities and Non-Dwelling Buildings

Smoking is prohibited in all indoor areas and within fifteen (15) feet from any entrance or window of the administrative office located at 5160 Alcovy Rd, Covington, GA 30014.

Section 2. Vehicles

Smoking is prohibited inside and within ten (10) feet of all CHA owned vehicles.

Section 3. Dwelling Rental Properties (Developments)

All extinguished smoking material shall be put in an ash tray or non-flammable container and discarded in a safe manner. No Resident or guest is allowed to discard cigarette butts or other smoking debris or any discarded tobacco product in the yard, on the porch, on the sidewalk, in the parking bays or any other location open to the general public. If CHA maintenance department picks up smoking debris in a Residents yard, the Resident will be issued a bill for cleaning services. Such bill or invoice will be in accordance with the CHA approved material and labor charges.

SATELLITE DISH POLICY

Effective immediately, no new installation of satellite dishes and other over-the-air

reception devices is allowed. The following policy has been developed to guide and enforce the removal and use of satellite dishes and other over-the-air reception devices by Residents that are already installed.

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Section 1.0 Removal of Equipment:

- A. The Satellite Dish shall be removed upon the Resident vacating the dwelling unit and the area shall be returned to its original condition. Any charges or fees that are required to return the area back to its original condition prior to the installation will be charged to the Resident.
- B. CHA is not responsible for any charges that the Satellite Dish provider may charge the Resident for the cost of the service contract, equipment and/or installation or damages to any part therein.

Section 2.0 Use

- A. Residents need to be aware that their unit may not be in a proper location to receive satellite broadcast signals even if they install a satellite dish. Prior to installation, Residents should check with the approved satellite dish company to determine if they are able to receive adequate signals at their unit.
- B. Any problems with your satellite dish must be handled between you and the installing company. Please do not call this office regarding any problems you may have with your satellite dish once it is installed.
- C. Residents are responsible for any injury or damage to person or property caused by their satellite dish.

This policy is meant to comply with 47 CFR 1.400, and may be amended from time to time. All requirements of such section are hereby incorporated herein. In no event shall Resident have more rights to install or maintain satellite dishes under this policy than are allowed under 47 CFR 1.400. In the event any portion of this policy is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this policy will remain in full force and effect.

No portion of this policy may be waived by CHA or changed verbally. Any such waiver or change will be effective only when in writing, signed by CHA.

PEST CONTROL AND EXTERMINATION

The Covington Housing Authority will make every effort to provide a healthy and pest-free environment for its Residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Housing Authority has adopted a **separate Bed Bug Policy** for cases of bed bug infestation. Bed bug infestations call for specific and sometimes repeated treatments for eradication. Therefore, the preparation for treatments, instructions and guidelines for Management and Residents are specific and unique. For all bed bug issues, please refer to the Bed Bug Policy.

Resident cooperation with the extermination plan is essential. Residents will be given information about the extermination program at the time of move-in. Residents will be given instructions that describe how to prepare the unit for treatment. Where applicable, the instructions shall be bi-lingual to properly notify the Resident population.

Procedures are as follows:

1. At the present time, the Covington Housing Authority chooses to contract with an outside pest control contractor for the control of common household pests (roaches, ants and termites). Special attention shall be paid to roaches which can cause a health hazard. Special attention will also be paid to termites which can cause structural damage if left untreated. Residents should purchase their own spray for silverfish, spiders, sugar ants and other pests that cause a minor inconvenience but not necessarily a health hazard. CHA shall make sure that an adequate schedule for the treatment is developed to address any existing infestation. The schedule will

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include frequency and locations of treatment. Different schedules may be required for each property.

2. Residents must notify the office immediately should they see evidence of pests in their dwelling unit.
3. As a preventative measure, each unit is treated on a monthly basis. The administration office, maintenance facility and community building are also treated on a monthly basis.
4. The contractor will apply appropriate treatment as needed. In emergency situations, the contractor may be required to make a separate scheduled visit other than the regular schedule for treatment of those emergencies.

Residents should not pour cooking oil or grease, table scraps or any other debris on the ground outside of the dwelling unit as this practice will attract stray animals, ants, roaches and other pests as well as causing physical damage to the property.

BED BUG POLICY

(Refer to Notice H 2012-5 and subsequent notices)

Bed bugs are a growing national problem, and as a result, this policy has been created for the protection of Covington Housing Authority (CHA) Residents and their guests. The purpose of this policy is to set forth the roles and responsibilities of all parties (CHA and Resident) in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment. Therefore it is imperative that all parties work simultaneously toward a common goal, extermination and elimination. Left untreated, bed bugs can spread throughout a residence affecting current and future Residents as well as neighbors on all sides of the infested unit.

MANAGEMENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

Upon notification from the Resident, CHA will contact the Resident to discuss measures the Resident may be able to take in the unit before the inspection is performed.

CHA will perform an initial inspection of the Resident's dwelling. If it is determined that bed bugs are present, CHA will provide the Resident with the "Resident Roles and Responsibilities" document. This document will be explained to the Resident to ensure understanding and compliance prior to treatment. In addition, CHA will secure the Resident's signature indicating understanding of the document. Upon successful completion by the Resident of their roles and responsibilities, CHA will professionally treat the residence and perform follow-up to ensure treatment was successful.

In order to educate Residents and minimize potential for the presence of bed bugs, CHA has created a "Prevention Tips" document.

RESIDENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

HUD regulations require the Resident's cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the Resident's responsibility to report the suspicion or presence of bed bugs as soon as the presence of bed bugs is suspected. This will allow CHA to address the potential infestation at its onset and before it affects other Residents. In addition, the Resident must be onsite when the initial inspection is conducted. If it is determined by CHA that bed bugs are present, the Resident must complete all items listed

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on the “CHA & Resident Roles and Responsibilities” prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A Resident may be deemed in violation of the Lease and/or House Rules if they fail to fully cooperate and comply with their roles and responsibilities.

Bed Bug Policy Attachments:

- Relocation Task List
- Exterminator Selection Tips
- CHA & Resident Roles and Responsibilities
- Prevention Tips

BED BUG MANAGEMENT PLAN AND RELOCATION TASK LIST

Bed bugs are difficult to contain without the proper treatment. Therefore if a Resident relocates and the proper treatment has not taken place, the bed bugs will move with the Resident as bed bugs can be carried in furniture, bedding, clothing, etc. If it has been determined that you must relocate to a new unit, certain steps must be followed to ensure that bed bugs are not transferred to the new residence. To prevent further infestation, the Relocation Task List below **MUST** be completed in preparation for relocation.

RELOCATION TASK LIST (initial each item)

- _____ Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags, seal bags tightly. Do not put them back on the bed until move is complete.
- _____ Wash all clothing, toys, towels, and other linens in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.
- _____ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag, seal plastic garbage bag tightly, and discard in outdoor trash receptacle immediately.
- _____ Place special bed bug mattress and box spring encasement covers around all mattresses and box springs. Bed bug mattress and box spring encasements are effective when combined with treatment and **must remain on all mattresses and box springs for at least one year**. Bed bug encasements are available at most major retail stores and most any pest control company. CHA will provide encasements upon request.
- _____ Discard or have all infested furniture professionally treated by a licensed exterminator. If Resident chooses to keep furniture, proof of treatment must be provided to CHA prior to relocation. CHA **will not** relocate Resident to a new unit with infested furniture.

BED BUG MANAGEMENT PLAN AND EXTERMINATOR SELECTION TIPS

The information listed below is from the New York Times article “Sleeping with the Enemy (Bed Bugs)”. Please note that the information listed is provided as a reference only. If the presence of bed bugs is suspected, immediate action should be taken.

- Most successful treatment efforts include a combination of removing clutter, thorough cleaning and sorting, along with repeated professional bed bug treatment applications.
- Many pest control companies will perform a visual inspection at no charge.
- According to the article, consumers should be wary of pest control companies that emphasize their bed bug expertise.

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- Find an established pest control company that has been in business at least five years.
- The article states that exterminators may charge \$250 to \$900 (prices vary upwards of \$1000 per unit) per room to eradicate bed bugs, depending on the level of infestation and the types of treatments used. Prices in our local area may vary.
- Be sure the exterminator makes a least one follow-up visit. According to the article it's near impossible to kill all bed bugs in a given area with one treatment.
- Ask if follow-up treatments are included in the price quoted.
- Check to see that the company and technician being considered are licensed in the state.
- Check the Better Business Bureau for any complaints filed against the exterminators being considering.

CHA & RESIDENT ROLES AND RESPONSIBILITIES ONCE BED BUGS ARE FOUND PRESENT IN THE UNIT

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (CHA and Resident) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the Resident's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a Resident relocates and the proper treatment has not taken place, the bed bugs will move with the Resident as bed bugs can be carried in furniture, bedding, clothing, etc. CHA will not be responsible for the reimbursement and/or replacement of any Resident furniture, clothing, household items, or medical expenses.

The following plan outlines the roles and responsibilities of CHA and the Resident in the treatment of bed bugs:

CHA RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

- Within 24 working hours of the Resident report, the CHA should make contact with the Resident, provide the Resident with information about control and prevention of bed bugs and discuss measures the Resident may be able to take in the unit before the inspection is performed.
- CHA will inspect residence for infestation within 3 business days of the Resident complaint if possible.
- Schedule treatment date as soon as possible according to the Management plan (subject to Resident readiness).
- Treat residence including furniture.
 - If infested furniture does not respond to treatment, CHA reserves the right to refuse placing furniture inside the unit. CHA will dispose of furniture at Resident's request OR Resident can have furniture professionally re-treated at Resident's expense. Proof of re-treatment **MUST** be provided to CHA within 48 hours of determination that initial treatment was unsuccessful. If the re-treatment of furniture is deemed unsuccessful, Resident may be required to remove the infested furniture from the premises.
- Perform follow-up with Resident within 10 days of treatment to ensure treatment was effective.
- Perform additional treatments as necessary.

RESIDENT RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

- Resident must be onsite at the scheduled time when the initial inspection is conducted.
- For treatment to be effective, Resident must perform the tasks listed below prior to the scheduled treatment date. CHA encourages Resident to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.

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- ☐ Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
- ☐ Remove everything from bedroom closets and hall closets. All closets, dresser drawers, and night stand drawers **must be empty**. Remove all clothing, toys, boxes, etc. from bedroom floors.
- ☐ Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store after treatment.
- ☐ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
- ☐ Move all furniture to the center of the room(s) being treated.
- ☐ Discard all cardboard hangers, boxes, etc.
- ☐ Remove all pictures from walls.
- ☐ Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug deterrent when combined with treatment and **must remain on the mattress for at least one year**. If the mattress or box spring encasement cover becomes torn or damaged, it is the Resident's responsibility to replace the cover.
- ☐ Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
- ☐ Residents should remain out of the residence for four hours after treatment (includes all household members and pets).
- Furniture that does not respond to treatment must be disposed of or professionally treated. If Resident chooses to dispose of furniture, CHA will remove furniture from the unit at Resident's request. If Resident chooses to dispose of furniture on their own it **MUST** be removed from the premises. If Resident chooses not to dispose of infested furniture it **MUST** be re-treated within 48 hours by a license exterminator. If the furniture does not respond to treatment after the second professional treatment, the furniture must be removed from the premises according to the Management plan until it is deemed to be free of bed bugs.
- The Resident will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services, etc.

FAILURE TO COMPLY: If treatment is scheduled and the exterminator determines that Resident has not performed the above stated responsibilities, the following will occur:

1. Treatment may be cancelled by the exterminator or CHA until which time the above conditions are met.
2. Resident's lease may be terminated at CHA's discretion.
3. Resident will be responsible for the full cost of treatment.

Bed Bug Management Plan Prevention Tips

- Wash all bedding (everything down to the mattress) regularly, at least weekly, in hot water. The water should be at least 120 degrees.

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- Use bed bug encasements on all mattresses and box springs.
- Check your own bed for bed bugs from time to time. Catching them early will make bed bug treatment easier if bed bugs do occur.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- Caulk holes in floors and walls.
- When purchasing second hand clothing, place all garments in a sealed bag until they can be washed and place in a dryer on high heat for 15 to 30 minutes. Wash all clothing, garments or any washable cloth item BEFORE you bring it into your house.
- If you purchase used furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames. Avoid and refuse any questionable item suspected of having bed bugs.
- When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. If you suspect you may have brought bed bugs home, place infected items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that might have hitched a ride. Hotels across the nation are reporting an alarming increase in bed bug infestations.

Bed bug infestations can cause health concerns, including physical discomfort and may contribute to stress and anxiety on the part of the Residents. Residents are the first line of defense against bed bug infestations and should be encouraged to create living environments that deter bed bugs. This includes reducing unreasonable amounts of clutter that create hiding places for bed bugs, and regular checking of beds and laundering of linens.

Residents should be advised of the following:

- A PHA may not deny tenancy to a potential Resident on the basis of the Resident having experienced a prior bed bug infestation, nor may an owner give Residential preference to any Resident based on a response to a question regarding prior exposure to bed bugs.
- A Resident reporting bed bugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bed bugs may take time to schedule. The inspections should occur within three calendar days of the Resident report when possible.
- Following a report of bed bugs, the PHA or a qualified third party trained in bed bug detection should inspect the dwelling unit to determine if bed bugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities in accordance with the lease.
- If a bed bug infestation is found in the unit, the Resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Residents should be advised that treatment may take several weeks.
- Residents are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Resident cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestations.
- Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort.

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- Assisted project Owners' request for Residents to pay the costs of infestation treatment must be in accordance with the provision for Resident payment of damages or noncompliance as required in the Family Model Lease.
- The Resident will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services, etc.

PET/SERVICE/ASSISTANCE ANIMAL POLICY

Any head of household who desires to keep a common household pet may request to do so in accordance with the following pet rules:

REGISTRATION

- All pets must be registered with CHA prior to obtaining the pet, and updated for annual recertification. A registration form will be provided and must be completed by a licensed veterinarian, or a state or local authority empowered to inoculate animals stating that the animal has received all inoculations required by the state and local law, if applicable.
- Registration will include a statement that the Resident understands and agrees to the policy as an addendum to their lease. It will also include assumption of liability by the Resident and agreement to hold the property harmless in the event of damage or injury caused by the presence of the pet.
- Any pet not registered must be removed from the property immediately. Management will not register a previously unregistered pet discovered on the premises and will always require immediate removal.
- Pet owners must provide as applicable, proof of current license, identification tag bearing the name, address, and phone number of the owner, proof of neutering, spaying, and/or declawing, a photograph (no smaller than 3x5) of pet or aquarium, and the size of the tank or aquarium.
- Management reserves the right to reject any application for a pet for any reason listed herein. Management may revoke the pet permit at any time if, in the sole opinion of Management, the health, safety, or well-being of the neighborhood is threatened by the presence of the animal. Management is permitted (but not required) to take this action based on reports from Residents or others.
- Residents are limited to one type of animal weighing 20 lbs. or less at full maturity, either a dog, or a cat, or fish, or birds, and each type must meet the size and number limit.
- Animals other than a dog, a cat, bird, or fish are strictly prohibited.
 - Resident must provide the name, address, and phone number of at least one responsible party who will care for the pet if the owner is unable to provide care.
 -

DEPOSITS AND FEES

- Residents are required to pay an initial deposit of **\$200.00** to keep a dog or cat. A deposit is not required for fish or birds. The deposit is refundable to the Resident at move-out if there are no damages observed that were caused by the pet during tenancy.
- The deposit will be used for (1) any damages done to the unit in occupancy or at the time of move-out, (2) removal of the pet from the premises, and (3) any costs, including legal costs, borne by the property in the event it becomes necessary to take adverse action against the Resident for violations of this policy.
- Residents are required to pay the entire pet deposit, or an initial fee of \$50.00, and \$10.00 per month until the entire fee is paid.

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- d. Non-payment of the pet deposit is considered a serious violation of the lease and may lead to lease termination.

LICENSING, VACCINATION, AND NEUTERING

- a. All pets must be properly licensed and certified.
- b. Documentation that the animal has received all necessary vaccinations must be provided at the time of registration and at annual recertification thereafter. All pets must be neutered or spayed prior to approval of the animal.
- c. Management reserves the right to require documentation of all the above provisions.
- d. Every dog or cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address, and phone number. All licenses and tags must be current.

OWNERSHIP

Any Resident observed feeding an animal or in possession of pet food will be presumed to be the owner of the pet and must have a Pet Registration card for the pet. If the Resident is unable to provide a Pet Registration card, then the Resident will be considered in violation of the lease.

VISITORS AND GUESTS

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to pet sit or house a pet without fully complying with this policy.

CONFINEMENT

- a. Dogs or cats must be in a caged container or on a leash when taken out of the owner's apartment. The leash may be no longer than three feet.
- b. No pet shall be tied up anywhere on the property and left unattended for any amount of time.
- c. Pet owners are required to make arrangements for their pets in the event of vacation or hospitalization.
- d. Residents are prohibited from installing a fence, doghouse, outdoor structure, or shelter.

BEHAVIOR AND LIABILITY

- a. Management is not responsible for the actions of any animal, regardless of whether the animal is registered.
- b. The Resident assumes complete liability for any damages or injuries caused by the presence of his/her pets and shall be required to execute a hold harmless agreement to this effect. If an employee or Resident or visitor is at any time injured or injury is threatened by a pet, Management reserves the right to revoke the permit and remove the animal permanently from the premise.
- c. Management and its employees shall not be held liable or responsible for the accidental escape of a pet or injury to a pet while the employee is inspecting the apartment, providing maintenance to the apartment, or providing any service to the apartment.

SANITARY STANDARDS AND WASTE DISPOSAL

- a. Litter boxes must be provided for cats with use of odor-reducing chemicals.
- b. Fur-bearing pets must wear effective flea collars at all times. Should extermination become necessary, cost of such extermination will be charged to the Resident.
- c. Residents are responsible for immediate removal of feces. A charge of \$5.00 per instance shall be assessed to the Resident for removal of pet feces by staff.

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- d. All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in a garbage container.
- e. Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. Litter boxes must be cleaned at least twice weekly. Litter box garbage shall be placed in a plastic bag and deposited outside the building in a garbage container.
- f. It is a violation of this policy for the registered pet of a Resident to excrete waste on the common areas of the neighborhood or on any other premises.
- g. All units with pets must be kept free of pet odors and maintained in a clean and sanitary manner. If the pet owner has violated any of the rules regarding sanitary conditions, the pet owner may be subject to monthly inspections.

NOISE AND OTHER DISTURBANCES

- a. Management reserves the right to revoke the registration and require the removal of any pet, which in Management's sole judgment, creates excess noise or other disturbances.
- b. Excessive noise or other disturbances include but are not limited to, loud or chronic barking, howling, crying, and snorting which is audible outside the Resident's unit.

ANIMAL TYPES, DENSITY, AND SIZE LIMITS

In addition to the limits provided below, Residents are not permitted to keep animals not considered domesticated, such as livestock or exotic pets such as snakes, monkeys, rodents, etc. which are in violation of the City of Covington ordinances regarding pet ownership. Only dogs, cats, fish, and birds will be permitted on the premises.

Dogs

- a. Each household is limited to one dog, no more than twenty pounds at full maturity.
- b. Residents are not permitted to own any dog trained or bred for attacking, fighting, or combat purposes.

Cats

- a. Each household is limited to one common domesticated cat, no more than twenty pounds at full maturity.

Birds (no deposit or fee)

- a. Each household is limited to two (2) birds, no more than two (2) ounces per bird.
- b. Residents are not permitted to have any birds of prey.
- c. All birds must be maintained in a self-contained cage, which is kept, clean and odor free.
- d. Birds may not be allowed to fly free inside the apartment.

Fish (no deposit or fee)

- a. Residents are permitted to keep fish in an aquarium or fish bowl as long as the aquarium or fish bowl does not exceed 20 gallons in capacity.
- b. Residents are required to promptly remove dead fish from the apartment and to keep the aquarium or fish bowl in a sanitary manner.

PET POLICY VIOLATION AND PET REMOVAL

- a. If it is determined on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the pet policy, Management shall serve a notice of pet rule violation on the pet owner.
- b. Serious or repeated violations may result in pet removal, or termination of the pet owner's tenancy, or

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both.

- c. If a pet poses a nuisance such as excessive noise, barking, or whining which disrupts the peace of other Residents, the pet owner must remove the pet from the premises upon request of Management within forty-eight hours.
- d. Refusal by the Resident to remove a pet upon demand will be considered a serious lease violation, which could result in eviction proceedings against the Resident in accordance with the lease agreement.

ASSISTIVE ANIMAL POLICY

The Federal Fair Housing Act requires that applicants and Residents with disabilities be provided with reasonable accommodations as needed. The following Assistive Animal Policy has been developed in order to afford persons with disabilities the reasonable accommodation of being accompanied by an assistive/service animal while residing in the complex.

- a. The property's Assistive Animal Policy applies to animals that assist, support, or provides services to persons with disabilities.
- b. Management will waive the deposit, size, weight, and type limitations for animals that provide necessary services to the disabled owner as a reasonable accommodation.
- c. Each Resident or family member who is deemed a person with a disability, and owns an animal(s) that assists, supports, or provides services to them should notify Management that they own such an animal and obtain an assistive animal registration in compliance with state and local regulations.
- d. Management reserves the right to require verification from a third-party medical professional that the animal is necessary to assist, support, or provide services to the disabled Resident.
- e. Any disabled Resident who keeps an assistive animal must comply with all other portions of their lease agreement and this policy, including but not limited to the rules regarding waste, noise, odors, or injury to others. Any violations of the lease and/or Assistive Animal Policy may result in termination of the lease.
- f. The animal must never be allowed to defecate on any property, public or private except the Resident's own property, unless the Resident immediately removes the waste.
- g. The owner must provide written verification that the animal is properly licensed and vaccinated.
- h. The Resident must properly dispose of waste and/or litter from the unit.
- i. Service animals may be any type of animal and any breed, size, or weight, and an accommodation may involve more than one service animal.
- j. The animal may not be prone to excessive noise or other disturbances including but are not limited to loud or chronic barking, howling, crying, or snorting which is audible outside the Resident's unit.
- k. The Resident is responsible for the care of his/her service animal. The animal must be supervised and the Resident must have full control of the animal at all times. When in the common areas, the animal must be on a leash, in a carrier, or otherwise in the direct control of the animal owner.

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- I. When in the presence of others, the animal is expected to be well behaved and pose no threat to others.

REFUSAL TO REGISTER PET

If the Covington Housing Authority refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements. If Management disallows a certain pet, the Resident has the right to file an appeal under the housing authority's approved Grievance Policy.

The Covington Housing Authority has a right to refuse to register a pet:

- a. If the pet is not a *common household pet* as defined in this policy.
- b. If keeping the pet would violate any applicable House Pet Rule.
- c. If the Resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,
- d. If the Covington Housing Authority reasonably determined, based on the Resident's habits and practices, that the Resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective Resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

VIOLATIONS OF THE PET POLICY

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the Resident's unit or termination of the Resident's tenancy, or both, in accordance with the lease.

A separate pet waste removal charge will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Any damage to the dwelling unit or grounds thereabout that is caused by the possession of any pet by a Resident or guest of a Resident will be immediately repaired and the cost of such repairs will be billed to the Resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

The Covington Housing Authority Grievance Policy shall be applicable to all individual grievances of disputes arising out of violations or alleged violations of this policy.

CONFLICTS WITH STATE OR LOCAL LAW OR REGULATIONS REGARDING THE PET POLICY

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall prevail.

ABANDONMENT POLICY

Abandonment is described as extended absence or abandonment of the unit, whether or not rent and fees are up to date. Extended absence is defined as the head of household being absent from the unit for longer than 30 continuous days. CHA may allow exceptions for extenuating circumstances. Tenants give up their right to occupancy when CHA determines the unit to be abandoned.

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In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of CHA, be considered abandoned. In such event, CHA shall have the right, provided 10 (ten) days written notice is mailed to the Tenants last known address, to store or otherwise dispose of any property left on or about the dwelling unit by the Tenant following or pursuant to such abandonment. Any property left on or about the dwelling unit shall be considered to be abandoned.

GRIEVANCE POLICY

- Termination of Tenancy and Assistance procedures for RAD properties require that the CHA provide adequate written notice of termination of the lease which shall not be less than:
 - A. A reasonable period of time not to exceed 30 days; unless
 - If health or safety of other Residents, owner employees, or Residents in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction; or
 - B. 14 days in the case of nonpayment of rent.
- *Termination of Assistance* in all other cases, the requirements at 24 CFR 880.607, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

I. PURPOSE

This Grievance Policy has been adopted to provide a forum and procedure for Residents to seek the just, effective and efficient settlement of grievances against the Covington Housing Authority (CHA).

II. GOVERNING LAW

The law governing this procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437 d(k) as amended) and 24CFR secs. 966.50-966.57).

III. APPLICABILITY

- a. HUD has issued a due process determination that the applicable laws of the State of Georgia require that Residents be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below), before eviction from a dwelling unit. Therefore, CHA has elected to determine that this Grievance Procedure shall NOT be applicable to any termination of tenancy or eviction that involves:
 - (i) Any activity that threatens the health, safety or right to peaceful enjoyment of CHA's premises by other Residents or other employees of CHA, or,
 - (ii) Any drug-related criminal activity on or off such premises, or,
 - (iii) Alcohol abuse that the CHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents and CHA staff.

IV. DEFINITIONS

- a. **CFR** is the Code of Federal Regulations, which contains the federal regulation governing the Grievance Procedure.
- b. **Complainant** is defined as any Resident whose grievance is presented to the CHA Management Office in accordance with this procedure.

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- c. **Grievance or Complaint** is defined as any dispute with respect to CHA's action or failure to act in accordance with Lease requirements, or any CHA action or failure to act involving interpretation or application of CHA's regulations, policies, or procedures which adversely affects the rights, duties, welfare or status of the complainant.
- d. **Drug-related activity** is defined as the illegal manufacture, sale, distribution, use of possession with intent to manufacture, sale, distribute, or use of a controlled substance (as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802), as from time to time amended.
- e. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - (i) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 - (ii) Right of the Resident to be represented by counsel;
 - (iii) Opportunity for the Resident to refute the evidence presented by CHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - (iv) A decision of the merits.
- f. **Hearing Officer** is defined as an impartial person selected in accordance with 24CFR sec. 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.
- g. **Hearing Panel** is defined as a three-member panel composed of impartial persons, selected in accordance with 24CFR sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.
- h. **HUD** is the United States Department of Housing and Urban Development.
- i. **CHA** is The Covington Housing Authority (CHA), a public body corporate and politic organized and existing under laws of the State of Georgia.
- j. **Notice** as used herein, the term notice shall unless otherwise specifically provided, mean written notice.
- k. **Resident organization** is defined as an organization of Residents, which includes any Resident Management corporation.
- l. **Resident** shall mean the adult person (or persons) other than a live-in aide:
 - (i) Who resides in the unit and who executed the lease with CHA, as lessee of the dwelling unit or, if no such person resides in the unit; or
 - (ii) The person who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.

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V. INCORPORATION IN LEASES

This Grievance Procedure shall be incorporated by reference in all leases between Residents and CHA, whether or not so specifically provided in such leases.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

- a. Any grievance shall be personally presented in writing, to the Management office within five (5) business days after the occurrence of the event giving rise to the grievance. One copy of the grievance shall be given to the Resident and one retained in CHA's Resident file. Grievances shall be reviewed by the Executive Director to determine whether the exclusions in Section III above apply to the grievance. **Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to CHA's Grievance Procedure, with the reason therefore.**
- b. If the grievance is not determined by CHA to fall within one (1) of the three (3) exclusions mentioned in Section III above, the CHA will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- c. Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by CHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reason for such disposition. This written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Resident file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:

- a. If the Complainant is not satisfied with the results of the informal settlement conference, and wishes to submit a formal grievance, the Complainant must submit a written request for a formal hearing to the CHA Management Office no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:
 - (i) The reason for the grievance; and
 - (ii) The action or relief sought by the Complainant; and
 - (iii) If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a hearing during the next ten (10) business days; and

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(iv) If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer or hearing panel waive this requirement.

b. If the Complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, CHA's decision rendered at the informal hearing becomes final and CHA shall not thereafter be obligated to offer the Complainant a formal hearing, unless the Complainant can show good cause, in CHA's sole discretion, why he/she failed to proceed in accordance with this procedure.

VIII. SELECTION OF HEARING OFFICER OR PANEL

The Executive Director of CHA shall select a Hearing Officer or Hearing Panel. It shall be the Executive Director's decision, based on the facts and circumstances of the grievance, whether to select a single Hearing Officer or a Hearing Panel consisting of three persons. Careful consideration should be given in the selection of the Hearing Officer or Panel.

IX. SCHEDULING OF HEARING

a. A Complainant does not have a right to a formal grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (i) The Complainant has requested a hearing in writing.
- (ii) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (iii) If the matter involves the amount of rent which CHA claims is due under the Complainant's lease, the Complainant shall have paid to CHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in case of situations in which hearings are, for any reason delayed, the Complainants shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or panel. Unless waived by CHA in writing, no waiver will be given by CHA except in cases of extreme an undue hardship to the Complainant, determined at the sole discretion of CHA.

b. Upon Complainant's compliance with the prerequisites to a hearing set forth above, a formal grievance hearing shall be scheduled by the hearing officer or panel promptly for a time and place reasonably convenient to both the Complainant and CHA, no later than the tenth (10th) business day after Complainant has completed such compliance. If the officer or panelists cannot agree upon a time, a new officer or panel shall be appointed by the Executive Director. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate CHA official, who, unless otherwise designated, shall be the Executive Director of CHA.

X. PROCEDURES GOVERNING HEARINGS

a. The formal grievance hearings shall be held before a hearing officer or panel as stated in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (i) The opportunity to examine before the hearing any CHA documents in CHA's possession and in the hearing. The Complainant will be allowed to copy any such documents at the Complainant's expense. If CHA does not make the document

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available for examination upon request by the Complainant, CHA may not rely on such document at the grievance hearing.

- (ii) The right to be represented by counsel or other person chosen as the Complainant's representatives and to have such person make statements on the Complainant's behalf. The names must be given at least three (3) business days before the hearing to the CHA.
- (iii) The Complainant has a right to a private hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by CHA and to confront and cross examine all witnesses upon whose testimony or information the CHA or its Management relies; and
- (iv) A decision based solely and exclusively upon the facts presented at the hearing.
- b. The hearing officer or hearing panel may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
- c. If the Complainant or CHA fails to appear at a scheduled hearing, the hearing officer or panel may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or panel shall notify the Complainant and CHA of determination.
- d. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter CHA must sustain the burden of justifying CHA's action or failure to act against which the complaint is directed.
- e. The hearing shall be conducted informally by the hearing officer or panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- f. The hearing officer or panel shall require CHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.
- g. The Complainant or the CHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- h. CHA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, reader, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the formal grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

- a. The hearing officer or panel shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of hearing.

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- (i) A copy of the decision shall be sent to the Complainant and CHA. CHA shall retain a copy of the decision in the Complainant's Resident file.
- (ii) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by CHA and made available for inspection by any prospective Complainant, their representative, or the hearing officer or panel.
- b. The written decision of the hearing officer or panel shall be binding upon CHA, which shall take all action, or refrain from any actions, necessary to carry out the decision unless CHA's Board of Commissioners determines, with ten (10) business days, and properly notifies the Complainant of its determination, that
 - (i) the grievance does not concern CHA action or failure to act in accordance or involving the Complainant's Lease, or CHA's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or
 - (ii) the decision of the hearing officer or panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contact between HUD and CHA.
- c. A decision by the hearing officer or panel or Board of Commissioners in favor of CHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, not affect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this Grievance Procedure shall be deemed delivered:

- a. upon personal service thereof upon the Complainant or any adult member of the Complainant's household.
- b. upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- c. on the second day after the deposit thereof for mailing, postage prepared, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

XIII. MODIFICATION

This Grievance Policy may not be amended or modified except by approval of the Board of Commissioners of CHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) days advance notice to Residents and Resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by CHA before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

Captions or paragraph headings set forth in this Grievance Procedure are for convenience of references only and shall not be construed or interpreted to affect the substance of the paragraphs or section so captioned.

If a Resident has filed a request for grievance hearing hereunder in a case involving CHA's notice of termination of tenancy the Complainant should be aware that the notice to vacate required by the laws of the State of Georgia and the notice of termination of tenancy required under Federal law run

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concurrently. Therefore, if the hearing officer or panel upholds CHA's action to terminate the tenancy, CHA, may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of the premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the officer or panel to the Complainant.

VIOLENCE AGAINST WOMEN'S ACT PROVISIONS

Based on the provisions of the Violence Against Women's Act of 2005 and the Reauthorization Act of 2013, Management will protect Residents and family members of Residents who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based on acts of such violence against them. At lease signing, Management will have Residents' execute the VAWA Lease Addendum (form HUD-091067).

When responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a current Resident's participation, Management will request in writing that an individual complete, sign and submit, within 14 business days of request, a form HUD-91066/HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, whereby the individual certifies that he/she is a victim of domestic violence, dating violence, sexual assault or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse, along with any available documentation of the abuse.

In lieu of certification form, or in addition to the certification form, a Resident may provide one of the following: (1) a Federal, State, Tribal, Territorial, or local Police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, and attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

If the individual does not provide the form HUD-91066/HUD-5382 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by Management, none of the protections afforded to the victim of domestic violence, dating violence, sexual assault or stalking will apply. Management will therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions.

All information provided to Management relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Management will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from the other Resident files.

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I have read and received a copy of the HOUSE RULES and agree to abide by these policies and guidelines. **I understand CHA reserves the right to make revisions to these HOUSE RULES at any time.**

Some of the policies included in the HOUSE RULES are:

1. Smoke-Free Property Policy
2. Bed Bug Policy
3. Satellite Dish Policy
4. Pet Policy
5. Service/Assistance Animal Policy
6. Grievance Policy
7. Violence Against Women's Act Provisions

Covington Housing Authority

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COVINGTON HOUSING REPRESENTATIVE		RESIDENT (HEAD OF HOUSEHOLD)	DATE
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TITLE	DATE	RESIDENT (over 18)	DATE
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